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lowing remedies: It could have sued the dealer on the original transaction, or the purchasers of the water systems from the dealer, or the railroad for the wrongful delivery.

[Ed. Note.—For other cases, see Carriers, Cent. Dig. §§ 308-315; Dec. Dig. § 83.* 2 Va.-W. Va. Enc. Dig. 713.]

3. Carriers (§ 83*)—Wrongful Delivery—Ratification—Intention.—In all cases of wrongful delivery by carriers without the surrender of the bill of lading, the controlling consideration in determining whether the acceptance by the shipper of a draft, check, or partial payment from the consignee constitutes a ratification of the wrongful delivery is whether the acceptance of such paper or part payment was intended as a ratification.

[Ed. Note.—For other cases, see Carriers, Cent. Dig. §§ 308-315; Dec. Dig. § 83.* 2 Va.-W. Va. Enc. Dig. 677.]

4. Carriers (§ 83*)—Wrongful Delivery—Ratification—Requisite Knowledge.—In order to release a carrier from a wrongful delivery on the ground that the person injured thereby has ratified the delivery, it must plainly appear that the ratification was intended and took place with full knowledge on the part of those to be affected thereby of all the material facts.

[Ed. Note.—For other cases, see Carriers, Cent. Dig. §§ 308-315; Dec. Dig. § 83.* 2 Va.-W. Va. Enc. Dig. 677.]

Error to Circuit Court of City of Norfolk.

Action by the Kewanee Private Utilities Company against the Norfolk Southern Railroad Company. From a judgment for defendant, plaintiff brings error. Reversed.

E. R. F. Wells, of Norfolk, for plaintiff in error.

Jas. G. Martin, of Norfolk, for defendant in error.

MITCHELL *v.* SOUTHERN RY. CO.

March 16, 1916.

[88 S. E. 56.]

1. Carriers (§ 286 (1)*)—Carriage of Passengers—Premises—Negligence.—Where a railroad company furnished a smooth and safe gravel walk to a shed built for the use of passengers embarking and debarking at a flag station, it is not liable for defects in the way leading to a signal tower at that point, which was not designed for the accommodation of passengers.

[Ed. Note.—For other cases, see Carriers, Cent. Dig. §§ 1142, 1152; Dec. Dig. § 286 (1).* 2 Va.-W. Va. Enc. Dig. 700.]

2. Carriers (§ 286 (7)*)—Carriage of Passengers—Stations.—A rail-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

road company is not bound to furnish a light at a passenger shed, placed at a flag stop at which trains did not usually stop and passengers were not expected. Therefore it is not liable for injuries due to the absence of a light, received by one alighting at such place in the nighttime.

[Ed. Note.—For other cases, see Carriers, Cent. Dig. § 1148; Dec. Dig. § 286 (7).* 2 Va.-W. Va. Enc. Dig. 700.]

3. Carriers (§ 286 (1)*)—Carriage of Passengers—Liability of Carrier.—Where a passenger who had been refused a ticket to the place to which she desired to go boarded the train, and on the conductor's refusal to stop at that station paid her fare to a nearby station, where she was assisted in alighting, the railroad company is not liable for injuries received by her in attempting to go for assistance to a flag station in which she saw light, though the way to the flag station was defective, and she stepped through rotten boards; such flag station not being intended for the use of passengers.

[Ed. Note.—For other cases, see Carriers, Cent. Dig. §§ 1142, 1152, Dec. Dig. § 286 (1).* 2 Va.-W. Va. Enc. Dig. 700.]

Error to Circuit Court, Fairfax County.

Action by Mrs. Lucy C. Mitchell against the Southern Railway Company. There was a judgment for defendant, and plaintiff brings error. Affirmed.

Leo P. Harlow, for plaintiff in error.

Moore, Keith, McCandlish & Hall and *John S. Barbour*, all of Fairfax, for defendant in error.

POCAHONTAS GUANO CO. *v.* COLLINS PLASS CO.

March 16, 1916.

[88 S. E. 66.]

1. Sales (§ 388*)—Remedies of Seller—Action for Breach of Contract—Instructions.—In an action for breach of a contract to purchase guano sacks, the contention of defendant that it was not to be bound until the contract was reduced to writing and signed by the parties was fairly submitted to the jury by instructions that if plaintiff and defendant verbally contracted for a sale of bags to be manufactured, delivered, and paid for within one year, and the terms of the contract were in all respects definitely understood and agreed upon, the contract is a binding obligation on both parties, but that, if it was not, the intention of defendant to be bound unless the terms were fully embodied in a written instrument attested by the signatures of both parties, the jury shall find that there was no

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.